

INFORMATION EXCHANGE AGREEMENT

among

Agency Name
1111 Main St
Anytown, OR 97111

and

Other Agency PD
2222 Law Enforcement Way
Anytown, OR 97111

and

City of Anytown, OR desires to allow the Other Agency PD Wide Area Network access to the Superior Computer-Aided Design (CAD)/Records Management System (RMS) system for training and testing purposes. In order that University be granted access and use of this system, Criminal Justice Information Services (CJIS) Security Policy (current version, Section 5.1.1) requires that the parties establish an Information Exchange Agreement ("Agreement"). Anytown and University are thus entering into this Agreement. Accordingly, the parties, intending to be legally bound and agree as follows:

1. Compliance

- a. The Superior CAD/RMS system contains criminal justice information, individually identifiable health information, and other sensitive information, and as such, is subject to certain security controls and requirements, including but not limited to, The CJIS Security Policy, the Health Insurance Portability and Accountability Act ("HIPAA") and other agency policies. Anytown and University recognize that because they will have access to the Superior system and the information contained therein, Anytown and University will be subject to certain security controls and requirements that will affect how services are accessed and used. Each party follows and complies with current CJIS policies available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center> and agrees to continue to do so over the life of this agreement.

2. Management Control

- b. Pursuant to the CJIS Security Policy (current version), Sections 3.2.2 and 5.1, it is agreed that with respect to administration of that portion of computer systems and network infrastructure interfacing directly or indirectly with the state network for the interstate exchange of criminal history/criminal justice information, each party shall have the authority, via managed control, to set and enforce:
 - i. Priorities.
 - ii. Standards for the selection, supervision, and termination of personnel.
 - iii. Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
 - iv. Restriction of unauthorized personnel from access or use of equipment accessing the State network.
 - v. Compliance with all rules and regulations of the respective criminal justice agencies' Policies and CJIS Security Policy in the operation of all information received.

“Responsibility for management of security control shall remain with each criminal justice agency.”

This agreement covers the overall supervision of all CJI systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any CJI system to include NCIC Programs that may be subsequently designed and/or implemented within each criminal justice agency.

3. Term

- c. This Agreement shall be effective upon the signature of all Parties and shall continue in effect for one full year unless terminated earlier by mutual agreement and in accordance with paragraph 4 of this Agreement.

4. Right of Termination

- d. Either party has right to terminate this Agreement, and accordingly, University’s access to the Wide Area Network used to access the Superior CAD/RMS, upon any breach of this Information Exchange Agreement. To terminate this Agreement, either party will provide notice of such breach to each other, and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to breaches reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, University’s access to the Wide Area Network used to access to the Superior CAD/RMS will be deemed terminated, without any further action by any party.

5. Governing Law; Severability;

- e. This Agreement will be governed by and construed under the laws of the State of Oregon, without reference to the choice of law provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. Any obligations on the part of the Parties to this Information Exchange Agreement, including obligations to make payments, provide access, or provide services contemplated herein are effective only after the full execution of the First Amendment to the IGA by Anytown, City of Other Town, and Other Town Police Department.

6. Integration Provision

- f. This Information Exchange Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Information Sharing Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

CITY OF ANYTOWN, OR

OTHER AGENCY PD

Authorized Signature

Authorized Signature

Print Name & Title

Print Name &
Title

Date

Date